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AMUSEMENTS TONIGHT.

ORPHEUM—Vaudeville.
BURBANK—The Ensign.

TO CORRESPONDENTS.—Do not depend upon the return of rejected manuscripts, but retain copies if you wish to preserve your contributions. Articles should be typewritten and MSS. sent flat. Practice brevity and write plainly.

THE GRAND CANYON.

The only authentic lithograph of Thomas Moran's famous painting of the Grand Canyon of the Colorado River, may now be secured by patrons of the Los Angeles Times. The lithograph is on a sheet 42x27 1/2 inches over all, the picture itself being 22 1/2x38 1/2 inches in size. It may be seen at the counting room of the Times, and is supplied to cash-in-advance-paying subscribers at the following rates:

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THE LIEUTENANT-GOVERNORSHIP.

Gov. Budd's seemingly haste to appoint a successor to the late Lieutenant-Gov. Millard has evoked a great deal of unfavorable comment in all parts of the State. The pretense that the swearing in of Jeter, while yet the remains of the deceased Lieutenant-Governor remained unburied, was necessary in order to "leave the State government with an executive officer in the event that anything should happen to the Governor," on his trip to Southern California, is merely a pretense, without foundation in law or common sense. Gov. Budd has been away from the State capital during a good part of the past summer, and no harm has come to the commonwealth. Furthermore the Constitution plainly and explicitly provides that in case of a vacancy in the office of Governor, while the office of Lieutenant-Governor is also vacant, the president pro tempore of the Senate shall act as Governor. This provision is contained in sec. 15 of art. V of the Constitution, which reads as follows:

"Section 15. A lieutenant-governor shall be elected at the same time and places and in the same manner as the governor, and his term of office and his qualification of eligibility shall also be the same. He shall be president of the Senate, but shall have only a casting vote therein. If, during a vacancy in the office of governor, the lieutenant-governor shall be impeached, displaced, resign, die or become incapable of performing the duties of his office, or be absent from the State, the president pro tempore of the Senate shall act as governor until the vacancies be filled or the disability shall cease. The lieutenant-governor shall be disqualified from holding any other office, except as specially provided in the Constitution, during the term for which he shall have been elected."

It is here expressly provided, as will be noted, that the president pro tempore of the Senate shall act as Governor in a certain contingency. The plain intent of the Constitution is that the same officer shall succeed to the Lieutenant-Governorship in case of a vacancy in that office, though the Constitution does not explicitly so provide. Some of the best lawyers in the State hold this to be the intent of the fundamental law, and are of opinion that the courts will so construe it if the question is brought up for adjudication. That the question will have to be decided by the courts is probable, as the right of Gov. Budd to appoint Mr. Millard's successor is not by any means conceded, and the authoritative determination of the question is a matter of much importance.

The portion of the Constitution under which Gov. Budd claims the right to appoint Mr. Millard's successor is sec. 8 of art. V, which reads as follows:

"Section 8. When any office shall from any cause become vacant, and no mode is provided by the Constitution or laws for filling such vacancy, the governor shall have power to fill such vacancy by granting a commission, which shall expire at the end of the next session of the Legislature, or at the next election by the people."

It is contended that this clause does not confer upon the Governor the power to appoint a legislative officer. The ordinary duties of the Lieutenant-Governor, who is ex-officio President of the Senate, are almost wholly legislative, and it is pointed out that Gov. Budd's action is an invasion of the rights and powers of the legislative branch of the government. Art. III of the Constitution consists of but one section, which reads:

"Section 1. The powers of the government of the State of California shall be divided into three separate departments: the legislative, executive and judicial; and no person charged with the exercise of powers properly belonging to one of these departments shall exercise any functions appertain-

ing to either of the others, except as in the Constitution expressly directed or permitted."

If the Governor has power to appoint the presiding officer of the Senate, he certainly thereby exercises, to some extent, powers properly appertaining to the legislative department, which the Constitution forbids.

There is a further consideration which militates against the authority of the Governor to fill a vacancy in the office of Lieutenant-Governor by appointment. If the power be conceded, it is clear that the Governor could name his own successor; for he could resign, after appointing a Lieutenant-Governor, when the latter would become Governor, and would have the power to name his own successor in the Lieutenant-Governorship. The more the question is considered, the more apparent it becomes that Gov. Budd, in his anxiety to fill the office of Lieutenant-Governor with one of his own partisans, has overstepped the bounds of his constitutional authority. Precedent, as well as common sense, is against the Governor's action in appointing Jeter. When Gov. Bartlett died Lieut-Gov. Waterman succeeded to the office of chief executive; the President of the Senate was recognized as next in succession, but he was not appointed Lieutenant-Governor.

The Lieutenant-Governor has very little to do except during the legislative session. But his position as President of the Senate is a highly important one. The political complexion of the next Senate may be determined by the Lieutenant-Governorship. Plainly, the Constitution contemplates the elevation of the President pro tempore of the Senate to that office in case of a vacancy. Thomas Flint of San Benito is President pro tempore of the Senate, and it is intimated that he will at the proper time contest the right of Jeter to occupy the position to which Gov. Budd has appointed him with such precipitance, not to say indecent haste. It is certainly desirable, from every point of view, that this question should be definitely and finally decided at an early date.

AN IMPRACTICABLE SCHEME.

Some of the enthusiasts who propose to bring the National Republican Convention to San Francisco are advocating the plan of paying all the expenses of the delegates, "from the minute they leave their Eastern homes until they return to them again."

This plan is impracticable, and it is doubtful if even so extraordinary an offer as that above suggested would suffice to bring the convention to California. If San Francisco cannot win on its merits, it would better not win at all. The plan contemplated would subject San Francisco and the State of California to severe criticism. The payment of all expenses would place the convention under implied, if not express, obligations, and might prove an awkward thing to defend in the campaign.

It would be more dignified and proper for the convention to assemble in the regular way, unhampered by any considerations out of the usual order. The city in which the convention is held might properly pay the expenses of hall-rent and of the minor accommodations connected therewith; but to pay the entire expenses of the delegates would be an egregious mistake. It would be much better to hold the convention in the usual way, and under conditions which would enable the delegates to take untrammelled action to be fair, impartial, and self-respecting.

FIRST IN THE STATE.

Below are printed comparative statements showing the quantities of advertising matter printed in three San Francisco daily papers and one Los Angeles paper last Sunday, October 27:

	Total No. of Columns.
Los Angeles Times	117
San Francisco Call	45
San Francisco Examiner	39
San Francisco Chronicle	45

"LINER." No. Los Angeles Times 64 pages..... 1274
San Francisco Examiner..... 1136
San Francisco Call..... 953
San Francisco Chronicle..... 853

The above are the only papers in the State which are in the competition.

Jack and Bob are still glaring and swearing at each other, and literally begging somebody to "hold" them, so that they won't destroy each other's anatomy. The spectacle is amusing as well as instructive.

A dispatch from Havana announces that "Campos is about to take the offensive." There is nothing new in this. The operations of Campos have been decidedly offensive for several months past.

If the Tammany tiger comes into power again in New York it will be because of the extraordinary zeal of the "reform" administration in enforcing the excise laws. Rigid enforcement is the surest test by which to determine the practicability of a law.

If it is equitable and practicable, a law will be strengthened by strict enforcement. If it is inequitable and impracticable, enforcement will soon lead to repeal.

"Since taking three bottles of your sarsaparilla I am a new woman," is a testimonial published in an advertisement of a patent medicine in the Lewiston (Me.) Journal. A nostrum which will produce so remarkable results needs the attention of the police.

A divorce cannot be obtained in Oklahoma without showing "good cause." But "everything goes" when it comes to showing cause, hence the severance of "the tie that binds" is not so difficult in Oklahoma as would appear at first glance.

England will send several warships to Venezuela, as a sort of moral support for her ultimatum. Uncle Sam ought certainly to be represented on the occasion, and well represented.

The Sultan of Turkey, it is said, is troubled with insomnia. This information, under all the circumstances, is not altogether surprising.

There is some ground for the belief that the Monroe doctrine will survive the present Administration.

AT THE PLAYHOUSES.

ORPHEUM.—The usual big audience filled this house last night to witness a generally indifferent bill. Murphy and Mack do the initiative with the same specialty of last week, so long as the dialogue is quite bright and entertaining, but the dialogue is a trifle inane, especially after having become an old story. Zanzic did a few feats of magic, and also performed Herrmann's trunk act, explaining how simple a thing it is when one understands the modus operandi. His cabinet trick was quite equal to that presented by the Davenport brothers and others in the line. Granger and Harding sing well. In duets their voices are especially sweet and sympathetic, and they earned frequent recalls. Their sentimental ballads are much the best feature of the turn. Haines and Pettigall, although they repeated much of their last week's business, do it all with much spontaneity and native humor that they kept the audience in a roar of merriment. Haines is a natural-born comedian and the peer of any yet seen here in his line. Falkowski does numerous imitations of wild beasts, dogs, chickens, birds, etcetera, with considerable fidelity to nature, and also does a rather clever musical bit. Memphis Kennedy, a musical eccentric, makes considerable noise on divers instruments, but a half length under the wise direction of the manager, who is a rather weakly essayed to sing, and Foley and O'Dell, knockabout acrobats, finish the bill. They do much hard work, and each stood about as much punishment as the ordinary prizefighter receives in a ten-round bout, but the audience gloomily declined to enhance over it the same programme goes the full week.

BURBANK.—The full strength of the Frawley Company of players was seen last evening at the Burbank Theater, in the production of "The Ensign." As indicated by the title, Mr. Haworth's production is of the sea-salty. There is about it the same salty, salty, salty character in "my lady's boudoir," nor is "society" in any of its phases sought to be pictured in "The Ensign." From the time the play is started, the spoken, one is caught with the nautical flavor of the lines, the picturesque make-up of the jolly sea-tars, with the glitter of uniform and show of nautical seamanship. A very breeze from the briny deep seems wafted to the spectator, so realistic and true to life are the scenes, the characters, the characters, the plot and all the details that connect themselves with the production of "The Ensign" depicted.

The play is not a sea-salty, but here, but in the hands of the Frawley Company it assumed last evening all the qualities of a sea-salty, salty, salty production. The best line of the play is "The Ensign." For that matter, the never are in human life. Perhaps genius consists in providing a new setting for the old, and the Frawley Company has done this in "The Ensign," while presenting but little that is new in the way of plot, characters, the setting for its scenes and characters that is not inaptly called unique and picturesque.

The story of the play is simple and may be briefly told. It is war-time—1861. Ensign Baird, a sturdy, honorable fellow in love with a glorious girl, the daughter of a sea-captain, is made the victim of a conspiracy by which a United States war-vessel is to be so hampered as to allow of the escape of a rebel frigate. The plot is under the control of the Union forces. To insult Baird—translate his sweet-heart—sage John in a quarrel—a court-martial to be convened—and as a result of this libelate the Southern vessel—this is the scheme. The young ensign is warned, however, and meeting the traitor refuses to listen to slander but is provoked to murder when the Stars and Stripes are pulled from their position and trampled under the feet of the renegade conspirators. The court-martial follows, the death sentence is pronounced and the remains of the action in the play is a succession of efforts to secure the pardon of the ensign. President Lincoln, through his secretary, is approached by the Ensign's mother, his sweetheart, a sailor friend, and lastly by a flax-haired little tot who offers her best doll to the grim old Secretary of the Navy in exchange for the ensign's pardon. The climax of the play is found in the scene where, with a rope about his neck, after an affecting parting from his mother and intended bride, the ensign receives a pardon sent post-haste from the Executive Mansion in Washington.

The interesting ensign is personated by Mr. Frawley, who looks the part to perfection, but whose enunciation and carriage is not that of a sea-captain's young hero. His acting is straightforward and legitimate, however, and has the stamp of a daily effort upon it throughout. Quite the most charming figure in the entire play is that of Blanche Bates, who as the ensign's sweetheart, plays a daisy for the rough, breezy, blustering sea-dogs who are on deck in one capacity or another throughout the play. A half dozen "left-handed" seagulls and a shipmen with gold braid galore and brass buttons in profusion, assist in the progress of the story, only one of them, however, being conspicuous by the excellence of his characterization—George W. Leslie as Midshipman Waterson, who has the stamp of a daily effort upon it throughout. 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THE PUBLIC SERVICE.

THE CONSOLIDATION ACT IS UNCONSTITUTIONAL.

City Attorney So Opposes Street-Sweeping Contract Forfeited. Public Market Favored.

Eight-street Franchise Granted. Modified Lighting Privilege Petition.

Another Attempt to Get Della Ship-ton Away-From Association Meets Again-But, McKenzie Tried for Robbery.

The City Council yesterday abandoned proceedings for paving Main street below Ninth street, the intention being to start anew. It was ordered that bids be advertised for a public market ground. The bondsmen for the Westlake Park bandstand contractor were notified to complete the work. The street-sweeping contract was declared forfeited and bids for doing street sweeping were ordered advertised for. The City Attorney in a written opinion expressed the belief that the act for consolidating certain city and county offices is unconstitutional. The City Electric Lighting and Power Company presented an amended petition for a franchise. The committee report, recommending the taking of new proceedings for widening a portion of South Main street, was adopted. The eighth-street franchise was granted to W. S. Hook.

Every department in the Courthouse was running full yesterday, the criminal business having overflowed from Department One into the other. Mrs. Shipton made another attempt to get her daughter Della away from Mr. and Mrs. Wright. Another fight over a child was on trial in Judge McKenzie's court. J. S. McKenzie was tried for grand larceny. A meeting of the Bar Association was held to hear the report of the committee of resolutions on the death of Spencer G. Millard.

AT THE CITY HALL.

CITY COUNCIL.

Proceedings Abandoned for the Paving of Main Street.

All the members of the City Council were present at the meeting of that body yesterday. The Council met when the late in getting together, but when it did so proceeded promptly to business.

Hearing on the protest against the confirmation of the report of the Commissioners for the opening of the Bell street was postponed another week. The protests against the confirmation of the report of the commissioners for the opening of Byram street were denied, and the report was confirmed. The Street Lighting committee presented a bond as supplemental to the one presented by him last week. The surety on the supplemental bond was J. B. Newton in the sum of \$3500. The bond was approved.

The Street Superintendent also reported. That contractor F. J. McKen, to whom was awarded the contract for the improvement of Beaudry avenue and other streets, shows no disposition to present his contract for my signature, and the time for filing the same expired October 1, 1895. Referred to the City Attorney.

It was afterward learned that the attorney for Mr. McKen had advised him that the proceedings had rendered the contract defective and he had therefore refused to sign the contract.

AGAINST ANNEXATION.

A delegation of citizens, representing Pico Heights, Rosedale and University, was given a hearing on a protest against the calling of another election involving the annexation of these districts.

The memorial of the committee opposing another election on the annexation proposition reads:

"To the Honorable President and City Council of Los Angeles: We are before you as the mouth-piece of a committee of gentlemen representative of the school district of Rosedale, a portion of the territory recently sought to be annexed to this city, with our protest, however, failed for want of votes. But according to rumor a second effort is about to be inaugurated with the hopes of better success. Permit me, gentlemen, to say that of the 249 votes counted at the Rosedale precinct on the 3d inst., 188 majority were in favor of annexation. And notwithstanding that emphatic decision against annexation, an attempt is being made to ignore the will of the people by a second agitation on the very heels of an emphatic decision of public sentiment against annexation. We have recently canvassed our district and find the people are more than ever determined to oppose present annexation. They rather express disgust at this second agitation on the very heels of an emphatic decision of public sentiment against annexation. We find also a number of influential citizens who were at the last election in favor of annexation, now declare that if another attempt is made so soon to annex, they will vote against it without doubt, if the issue is forced. Rosedale will give an increased majority against annexation, and remain for the present as it is. And here permit me to say that in our judgment and in that of our people, the method adopted in the last election uniting the vote of the four school districts sought to be annexed, allowing the majority of one district to be counted in favor of annexation, was unfair and unjust, for the reason that the prosperity of one district may be promoted by annexation, and therefore it may cast a large vote for the same. As in the case of Vernon on the 3d inst., when it gave a majority of 91 votes in favor of annexation, said majority was put against the majorities of the other three districts opposed to annexation, and had 112 votes instead of 91, the districts of Rosedale, Pico Heights and University in defiance of the decision of the majority against it, and their wishes for many justifiable reasons to remain outside of the city. And therefore, on behalf of Rosedale district, which we represent, pray your honorable body, in case another election should occur, to have each district decide for itself, by its own vote, whether it will go into the city or stay out. If we will not object, but we do object to Vernon's large majority vote for annexation being added to the vote of Rosedale, University and Pico Heights for annexation, thereby overcoming the individual majorities of the last-named district against annexation, and by so doing force them into the city against their own votes, wishes and many interests. We also object to the division of any school district in bounding the territory sought to be annexed as unjust to such district, and appeal to your honorable body to see that such shall not be the case should the effort to annex be persisted in. But, gentlemen, are you under legal obligations to call another election at this time? Have you not done your whole duty in this matter? The

annexationists petitioned your honorable body for the privilege of annexing certain suburban territory to this city. You made every arrangement required by law, and on the 3d inst. the day of election, the scheme was fairly defeated by the legal voters of said territory. Are you legally bound to call another election before the expiration of even a month, and without any evidence in favor of annexation? And if the scheme fails again, call another, and another, ad infinitum? Surely the law does not contemplate any such proceedings. And if so, who are to pay the expenses of these experiments? The already overburdened taxpayers? Please weigh well this matter. In conclusion, let us say for the good people of Rosedale, University and Pico Heights, that they are not mossbacks, nor are they sturlians. They are an enterprising people erecting fine residences, constructing electric railways, gradings and improving their streets, placing their electric lights, completing their water supply, improving their schools, etc., but they want at least from two to five years to get ready to assume city airs, and wear the latest style bloomers. And we advise the annexation leaders to cool down and wait till public sentiment is right, and then we will go into the city with honor. But if they force the issue, ten to one they will be beaten with a Waterloo defeat, and city taxpayers or some one else will have to pay the election expenses again, without profit or hope. The people have spoken in the first election, and if they are compelled to speak again, it may be in thunder tones. Public sentiment is against the move.

Signed on behalf of a committee of 100:
C. W. SEXTON, J. P.
J. M. LEAN.
E. W. ENOS.
G. H. STEVENS.
H. THOMAS.
F. BUTTER.
A. J. SIMPSON.
J. A. GRAY.
J. P. GREEN.
J. MILLER.
JOHN ZEILAR.
P. TAYLOR.

A contract with Gilbert Webb for furnishing barley and bran to the street and fire departments was approved. There was also a contract with the South Side Irrigation Company, relative to the disposal of sewage from the San Pedro street sewer into the Los Angeles river.

PUBLIC WORKS.

The report of the Sewer Committee, as heretofore published, was adopted. The Board of Public Works report, as heretofore published, was also adopted.

An ordinance of intention was adopted for the sidewalk of Downey avenue, between Water street and the river bridge.

The demands and requisitions were approved.

A CITY MARKET.

The special committee to which was referred the matter of a public market made the following report:

"At the request of the committee, the City Clerk addressed a large number of communications to the officers of the principal cities of the United States, requesting information as to the management of the public markets in their cities, as to the size of the same, and also requesting them to state whether they considered their public market a success or failure. A large number of replies have been received, and in a large majority of cases the statement is made that the market has proven successful, and we, after canvassing the subject carefully and keeping in view the present financial condition of the city, and recognizing that the establishment of such a market is an enterprise and to some extent an experiment in this city, would recommend that the City Clerk be instructed to advertise for proposals for the leasing to the city for a term of years a piece of ground centrally located for use as a public market; such ground to contain not less than 30,000 square feet." Adopted.

MAIN-STREET PAVING.

A communication from the Union Paving Company said:

"The Union Paving Company, to which was awarded the work of paving Main street, has declined to enter into contract with the city, and wishes to present to your body the following statement regarding the matter: 'Immediately upon the bids being received was brought to my attention the fact that the contract on the ground that the proceedings were faulty and incomplete. In the trial it appeared that certain irregularities did exist and could be proven. The lower court, however, decided that the errors were not fatal. The case has now been appealed to the higher court and the outcome is, of course, uncertain. We were advised by our counsel that under these circumstances it would be expedient to suspend our suit for a period of time, and to enter into a contract with the city for a term of years a piece of ground centrally located for use as a public market; such ground to contain not less than 30,000 square feet.' Adopted.

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Zuretti, \$1.34 per lineal foot. Referred to the Sewer Committee.

To purchase a telephone franchise—Herman de Laguna, \$33. Referred to the Board of Public Works.

MOTIONS MADE.

Motions were made by the several Councilmen as follows:

By Councilman Penzell, that the Street Superintendent be instructed to fill the mud hole at Main and Seventh streets. Adopted.

By Councilman Savage, that the City Water Company be notified to remove the fire hydrant at Main and San Fernando streets from the northeast corner to the southeast corner. Referred to the Board of Public Works.

Also, that the Street Superintendent be instructed to clean out the culvert on San Fernando street near Main, so that the water will run off. Adopted.

Also, that the Street Superintendent be instructed to present an ordinance of intention to lay sidewalks and curbs on Main street between Ann street and the bridge. Adopted.

Also, that the Street Superintendent be instructed to fill the chuckholes on Turner street. Referred to the Board of Public Works.

By Councilman Ashman, that the gutter at Sixth and Los Angeles streets be repaired. Adopted. Also, that the gutter at Los Angeles street on the north side of Fourteenth street be repaired. Referred to the Board of Public Works.

By Councilman Penzell, that the Los Angeles Railway Company be notified to remove poles from the roadway on Maple avenue between Washington and Jefferson streets and place the same within the curb line. Adopted.

By Councilman Munson, that the City Engineer be instructed to report what should be done to provide for taking the storm water from Fremont avenue and Second street. Adopted.

By Councilman Penzell, that the Street Superintendent notify the Los Angeles Railway Company to construct a culvert across Bellevue avenue on the north side of Main street to carry the storm water into the sink basin in the vicinity. Adopted.

By Councilman Kinney, that the Street Superintendent notify the sewer contractor on Star street near Pico to clean the gutter. Adopted. Also, that the contractor on Star street near Pico be notified to clean the gutter on the north side of Pico street near Fourteenth street. Adopted. Also, that the Street Superintendent clean the gutter on the north side of Pico street between Pearl and Trenton streets. Adopted.

Also, that the Street Superintendent crosswalk the corner of Pico and Vernon streets. Referred to the Board of Public Works. Also, that the Street Superintendent construct a crosswalk at Tenth street on the west side of Grand avenue. Referred to the Board of Public Works. Also, that the Street Superintendent construct a crosswalk at Tenth street on the east side of Grand avenue. Referred to the Board of Public Works. Also, that the Street Superintendent construct a crosswalk at Tenth street on the west side of Grand avenue. Referred to the Board of Public Works. Also, that the Street Superintendent construct a crosswalk at Tenth street on the east side of Grand avenue. Referred to the Board of Public Works.

By Councilman Munson, that the Street Superintendent place a crossing across Pearl street between Pico and Orange street. Referred to the Board of Public Works.

Recess till afternoon.

AFTERNOON SESSION.

Eight-street Franchise Granted—Opposition on Consolidation.

At the opening of the afternoon session Councilman Munson raised his voice in reference to the street sweeping and said it was not being done according to contract. Only two or three sweeps had been made. The street sweeper could be seen doing work on Spring street that should have been done the night before. He thought the time had fully arrived to take decisive action. He therefore moved that the contract be forfeited and that the City Clerk be directed to advertise for bids for doing the contract. The motion was adopted and specifications for the work were also adopted. It was decided to have the bids received next morning.

Councilman Savage called attention to the bad condition of the fire engine house on North street, and the matter was referred to the Fire and Water Committee.

REGARDING CONSOLIDATION.

The City Attorney reported as follows:

"In the matter of the abolishing of the offices of City Tax Collector and City Assessor, I have made a careful examination of the law under which the proposed change is to be made, and am of the opinion that the act is unconstitutional, and that in addition to being unconstitutional it contains several provisions and omits some necessities. 'First, the act provides that it shall have no force in any municipality until the act is approved by the majority of the city council. In short, the act places in the City Council a power which the Constitution clearly gives to the Legislature exclusively, and which the Legislature cannot delegate to any other body. 'This act gives to the City Council the power to abolish officers who have been elected under a charter created under the Constitution of the State, and to place in their stead officers created by the City Council, they would be exercising the power of imposing additional duties and responsibilities upon the County Collector and County Assessor, which is a right reserved to the Legislature alone. 'There are other reasons in my opinion why the act is unconstitutional, and this one that I have given seems conclusive. 'The act provides for the collection of all city taxes by the County Tax Collector. These taxes would amount to something like \$600,000 a year, and it will be seen that the act would be for the giving of a bond by the County Tax Collector, and under the act he could not be compelled to pay over the collection of the taxes to the City Treasurer until the whole assessment was collected. 'There are other omissions in the act, and many of its provisions will be found very difficult to reconcile with the general scheme of government laid down in the Constitution. 'Under ordinary circumstances, I should not consider it within the province of the City Council or the City Attorney to pass upon the constitutionality of acts of the Legislature, but in this particular instance, should we proceed to abolish these officers under the act, and a determination of the act be reached at an early date, the whole tax levy for next year might, and probably would, be in jeopardy. For this reason, I have felt it my duty to make a careful examination of this matter and report to you my conclusions. 'The matter is of great importance to the city that I have procured the opinions of some of the best attorneys in the State upon the matter, and these opinions concur in finding the act unconstitutional. I have in my office the written opinion of the Hon. J. S. Shap-ley, General upon the matter, and have been informed by a lawyer connected with his office that they have also found the act unconstitutional. The written opinion is not here; but I am satisfied it will follow in the lines of the opinions already procured. 'It is my proper duty in closing this report to say that I am convinced that the results attempted to be achieved by this act would undoubtedly result in a great saving to the city, as well as a great convenience to the people, and I would advise that the Coun-

cil put the matter in the hands of a committee to prepare the necessary change, either by way of amendment to the act, or by general act of the Legislature.

"Such an act of the Legislature should be made general in its application, and so framed as to apply to all cities of the State, or at least to all cities of the same class should be certain in its terms, and leave to the discretion of the City Council whether or not its provisions shall be carried into effect.

"As I have stated before, it is not the province of the City Attorney or the Council to pass upon the constitutionality of laws, but as the matter of abolishing these offices is left to your discretion, I think it is your duty to take into consideration what might happen in the event you did so in the face of the fact that the law is considered unconstitutional. It would be impossible to begin an action testing the validity of the law which would reach the Supreme Court before the April term of that court. We know, as a matter of course, that the Supreme Court will take some time to consider so important a matter, and that in all probability the court would take the winter days before it, in which to decide the question. If the law should be held unconstitutional by that court, it would then be too late for the city to make any change in the coming year, as this assessment must be begun in March. For the city to be deprived of its revenues for one year would be disastrous to the city, and without the means of running the government for a year, and of paying any of its bonded indebtedness, or the interest thereon, due that year. Referred to the special committee having the matter under consideration.

In the matter of the claim of Emma Riemann against the city, to quiet title to lot 12, block F, of the Thomas tract, we have examined title to this property, and find that the city has a valid claim in this action. Adopted. 'As directed by you, I have prepared a herewith present an ordinance amending what is known as the 'Ordinance, in accordance with the petition of Beams and others.' Adopted.

In the matter of the claim of D. Freeman for \$115, I am informed by Mr. Derby that the matter has been settled at a less amount, and I return the same herewith. Adopted.

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others representing the required majority, I herewith present an ordinance of intention to change and establish the grade of Matthews street from Michigan avenue to Brooklyn avenue. Adopted.

"An ordinance of intention to establish the grade of Golden avenue between Eighth and Ninth streets. Adopted.

"Also an ordinance of intention to establish the grade of the alley in block 28, Anselmo Heights tract, from Kensington road to Sunset boulevard. Adopted.

"In compliance with the requests contained in the petition from L. J. Christopher and others, I present an ordinance of intention to grade, pave, curb and lay cement sidewalks on Twenty-first street between Main and San Pedro streets. Adopted.

"In compliance with the petition of B. G. Voight and others, I present an ordinance of intention to construct a cement sidewalk on the south side of Fifth street between Grand avenue and Hill street. Referred to the Board of Public Works.

"In the matter of sewerage Boyle avenue from Seventh street to the Workman and Hollenbeck Park, I have to report that it is impracticable to build said sewer further than from the Hollenbeck arroyo sewer to a point 350 feet south of Stevenson avenue. Referred to the Sewer Committee.

"In accordance with your instructions of October 9, I have made a survey and plat showing the lines of Fourth street between Spring and Main streets, and I present the same for your approval. Approved.

"I have made a survey and plat of Orange street from its present terminus at the west line of the Wilshire tract across City lane to Hoover street. Adopted.

"In the matter of the opening, widening and improving of Park boulevard from Elysian Park to Westlake Park, I find that the survey, maps and profiles for the same will cost about \$2000. Referred to the Board of Public Works.

"I herewith refer to your body a letter from F. W. Wood, with attached bill for repairs on the Erie street bridge under ordinance No. 234, adopted March 18, 1887. At the time of the original construction of this bridge, the street-car company was granted a right-of-way for a single track in consideration of a payment of \$4500. The ordinance also required them to pay pro rata for all repairs necessary during the term of their franchise. The ratio would be as \$4500 is to \$15,000 (the original cost of the bridge), making a ratio of one to three. Mr. Wood claims that he voluntarily paid one-half of the cost of repairs, and had their own engineering done, and requests me to render him a new bill with this item left out. As I have no authority to decide such matters, I refer the same to your body. Referred to the Bridge Committee.

PETITIONS AND PROTESTS.

Besides the communications heretofore published, the following were referred to committee:

From C. J. Shawway and others, protesting against the sewerage of Thirty-third street between Mason and Grand avenues.

From Johnson & Keeney Co. and others, asking that the grade of Twenty-first street between Union Avenue and Hoover street be changed.

From D. F. Conant and others, protesting against the passage of an ordinance compelling the enclosure of chickens in the territory bounded by Seventh, Eighth, Hoover and Alvarado streets.

From John F. Joyce and others, asking that the grade of Grand Avenue between First and Second streets on the east side be changed.

POLICE COMMISSION.

The Police Commission will meet this morning. Among other matters to be presented it is expected will be a communication from the City Clerk submitting the motion of Councilman Kinney made at a recent meeting of the City Council in which the Police Commission was asked to report what progress it has made in doing away with the social evil.

TO AID THE BOULEVARD.

The Wilshire Company Offers Land for the Driveway.

Among the papers filed with the City Clerk yesterday for presentation at the next meeting of the City Council was one from the Wilshire Company, as follows:

"To the Honorable the Council of Los Angeles: We, the undersigned, being the sole owners of lot 5, block 25, Hancock's survey, in order to promote the general welfare of the people, and to beautify the city, herewith offer to donate a 100-foot strip running through the entire 1200 feet east and west through the city, herewith offered for various purposes, and to be used as a boulevard connecting Westlake Park with lot 2, block 25, upon condition that said lot, which is a property of the city, be dedicated for park purposes. We would also join the city in giving our half of the property necessary to make a 100-foot boulevard along the entire east line of said lot 2, block 25. Yours respectfully,

H. G. WILSHIRE.

We, the undersigned, urge the Honorable Council to accept the land containing in above offer, and upon the conditions named.

Witner Bros., Mullen, Bluet, & Co., S. C. Hubbell, J. V. Wachtel, T. D. S. S. Hubbell, H. W. S. Hubbell, John E. Plater, H. Jevne, W. E. de Groot, Forester Bros.

AT THE COURTHOUSE.

THE COURTS.

Two Disagreeing Individuals Fight for Their Child.

Another quarrel over the child of divorced parents was going on yesterday in Judge York's court. The unfortunate little subject of the dispute being a little girl about seven or eight years old, the child of John H. Watson and Mrs. Edna B. Watson. The couple were divorced a year or two ago, and the child was married again, Mrs. Watson being now Mrs. Shafer.

The father has had the custody of the child, but the mother now claims it, alleging that Watson is an improper person to have the custody of the child. Watson owns and runs the "Central Gardens," a rather questionable resort, and hardly an ideal place for the education of a young girl. The defense alleges that Mrs. Shafer's complaint is a case of the pot calling the kettle black, and that the child's early training would probably be as varied under her maternal care as at the Central Gardens. The case will be continued today.

MAYNE STIRS A GAIN.

Another Attempt Made to Get Della Ship-ton Away.

For some time past Clifton E. Mayne and his friends have been attempting to get possession of Della Ship-ton, the younger of his two victims, and to weaken her testimony against Mayne by having her deposition taken and getting her away from Los

PUBLIC SERVICE.

(Continued from Eighth Page.)

Los Angeles a week or two ago, she made a desperate effort to get Della away from the house of J. H. Wright, but failed, and was put in prison because she was unable to give the bond demanded for her appearance as a witness in the case. On Friday her deposition was taken before Judge Clark, but owing to a delay in the transcription and consequent certifying of the document, the woman was not released from jail until yesterday.

Mrs. Shipton has been over to Mayne's side, and has an ardent desire to see her daughter Elsie married to her betrayer. As Della's testimony corroborates that of her sister, the mother is trying to get a practical removal of the younger girl from the case, which will thus be made easier for Mayne.

Della is not in custody and prefers to remain with her sister, under the charge of Mrs. Wright. Every effort has been made first to bribe and then to intimidate both Mr. and Mrs. Wright into giving up the children, and last Saturday night Mrs. Shipton made an effort to remove the children from the custody of her daughters, and requesting that Della's deposition be taken by the court, and the child given into her custody.

The case has now been transferred from Judge Clark to Judge Smith, where the trial of Mayne will take place on November 5, and Mr. McCormack and Mr. Holton now have the whole affair under their immediate supervision. Any renewed attempt of Mrs. Shipton to disturb the Wrights or to remove the child by force will be met by her prompt arrest on the charge of disturbing the peace.

The humane society is investigating Mrs. Shipton's character and career, with a view of removing her from the case, the youngest child, Florence, since the mother has shown herself so unfit to care for her daughters.

Deserved to Lose His Money.

The criminal cases are overflowing into the other courts, there being a congestion of crime in Department One. Yesterday Judge McKinley was trying J. H. McKenney for grand larceny, he having stolen a purse containing \$14 from James Cronin.

The evidence against the "film-flame game" having been tried upon Cronin, who was so drunk at the time he was robbed, that he hardly recalled which way was north. He was lured out to Pico Heights, according to his own story, and there relieved of his loose cash by McKenney, who is alleged to have left him upon some pretext, waylaid him a block or two beyond, robbed him and then joined him again under the guise of a friend.

The case went to the jury late in the afternoon.

The Bar Association.

The Bar Association met again in Judge Van Dyke's court yesterday to hear the report of the Committee on Resolutions. Judge McKinley was present, and the resolutions were read and the accompanying resolution expressed the deepest veneration for the memory of the dead. The paper was drawn up by J. B. Galbraith, W. H. Clark, James McLachlan, T. E. Gibbon and G. J. Denis.

Decision on a Mortgage.

Judge Van Dyke yesterday handed down an opinion deciding the action brought by Lucy A. Rawson vs. Fred Gross et al. The plaintiff claimed to be a mortgagee, but which was simply an assignment of a deed from Gross to the plaintiff, it being agreed that the assignment was made as assignee of the deed would deliver back to the assignor the deed referred to upon receipt of \$500 with interest at 10 per cent. The instrument was dated November 1, 1894, and was never acknowledged or recorded. The assignor of the deed, the defendant Gross, filed a voluntary petition in insolvency, and the defendant, R. L. Wright, received all the insolvent's property in his capacity of assignee.

It was contended on the part of the plaintiff that the document in question should be interpreted as a mortgage, but the authorities referred to do not support the contention that such a document can be enforced as a mortgage, as it does not attempt to convey or by hypothecate any specific property, and the courts of this State have in no case sustained a mortgage by assignment of title papers. The property in question was neither conveyed nor incumbered by the assignment of the title paper and remained entirely unaffected thereby at the time of the insolvency proceedings, and by such proceedings the assignee in insolvency has succeeded to the title and possession of the property unaffected by the assignment and deposit of the deed in question. Findings and judgment were ordered in favor of the defendant Wright as assignee in insolvency.

New Suits.

The Main-Street Savings Bank and Trust Company yesterday filed a suit against Henry Clement, Mary Clement, W. D. Fuller and Isabella B. Huber, to recover \$329.90 on a note and mortgage. Arthur A. Flint has begun suit for divorce from his wife, Mrs. L. L. Plaisant, on statutory grounds, Charles Mitchell being named as the co-respondent.

John H. Snavely has brought suit against the Mayor and Common Council of the city of Los Angeles, to quiet title to land in the Orange tract. William Riley has begun suit against Sherman Smith and M. A. Long, to recover \$2800 on a promissory note.

Court Notes.

The trial of Francisco Quijada, accused of assault to murder, was continued by Judge Smith to Saturday, November 2, for trial.

The arraignment of M. Duffy, indicted by the grand jury for perjury, was continued.

Mary E. Geary yesterday pleaded not guilty to the charge of grand larceny. The trial was placed on the call calendar of Department One.

The arraignment of F. E. Lowry, indicted by the grand jury on the charge of assault, was continued to October 31.

Thomas Ferguson, who gave his true name as James Duncan, was arraigned yesterday before Judge Smith on the charge of burglary. He pleaded not guilty, and the case was placed on the call calendar to be set for trial.

Harry Nolan, the prisoner recaptured after escaping from the County Hospital, was arraigned before Judge Smith, and pleaded not guilty to the charge of felony.

The Coe brothers were again brought before Judge Smith yesterday on a writ of habeas corpus, and the hearing was again continued to November 1.

S. A. Garrett, indicted by the grand jury on the charge of embezzlement, will plead before Judge Smith on October 31.

The arraignment of Harry Shanks, accused of assault with a deadly weapon, was continued to Monday, November 4.

The plea of John Haraty to the charge of assault to commit rape, was continued to November 1.

Albert Forman will plead to the charge of forgery on November 1.

S. A. Quest was arraigned yesterday before Judge Smith on the charge of assault with a deadly weapon. The motion to set aside the information was overruled, and the defendant pleaded not guilty. The case was placed on the call calendar.

The sentence of Frank Roemer, con-

victed of murder, was continued by Judge Smith until next Monday.

The trial of J. S. McCarty and Ho Ugal, both accused of burglary, were transferred from Department One to Department Four.

The trial of P. S. McAnany, charged with murder, was set for December 2 in Department One.

The trial of Edward Raup, charged with rape, was transferred by Judge Smith to Department Two, where it will take place on November 25.

T. C. de la Osa, charged with assault to murder, will be tried in Department Two.

Judge Van Dyke yesterday granted Mrs. Amelia J. Jewell a decree of divorce from Horace F. Jewell, on the ground of desertion.

In the case of August Webber vs. T. S. Oldham, a suit for foreclosure of a mortgage, judgment for the plaintiff in the sum of \$4410 was granted by Judge Van Dyke.

Judge McKinley granted Mrs. Caroline Duncan a divorce from her husband, R. W. Duncan, on the ground of desertion.

The suit on note for \$250 of Gilday vs. Carpenter was on trial yesterday before Judge Shaw. Judgment was ordered for the defendant.

Judge Shaw yesterday granted A. M. Lago a divorce from Mrs. C. de Lago, on the ground of desertion, or, as he plaintively put it, "She run off with another man."

The trial of Henry Childers and Will Davis, accused of grand larceny, was set for yesterday before Justice Young, but was continued until today at 4 p.m.

A. R. Bemis was arraigned yesterday before Justice Young on the charge of stealing \$12 from J. W. Torr and S. Bibb. The trial was set for November 4, at 10:30 a.m.

The trial of Juan Castano for the rape of his step-daughter, Paula Estrada, will take place before Justice Young on Wednesday, at 9:30 a.m.

Candace Collins, a girl of 16, was yesterday committed by Judge York to Whittier. The girl roamed about the streets, and was incoherently vicious and depraved.

THE SUPREME COURT.

DISPOSAL OF THE CALENDAR.

Strong Language on Seduction Under Promise of Marriage.

Matters before the Supreme Court for decision were disposed of as follows yesterday: In Department One—Wittler vs. the McCarthy Company et al., Lyman vs. the McCarthy Company et al., Thompson vs. the McCarthy Company et al., Sinsheimer vs. Whitley, Jr., et al.; Peterson vs. Machado, Rosenberg vs. Pacific Coast Railway Company and Wheeler vs. Donnell, submitted upon briefs on file; Charnock vs. Higuera et al., argued by F. H. Howard for appellant and R. Dunnigan for respondent, and submitted and ordered that respondent add authorities to his brief; E. S. Peet, on motion of E. A. Rizer, presentation of certificate from Supreme Court of Washington and evidence of good moral character was admitted to practice.

In Department Two—Taylor vs. Hill, Sheriff, De la Osa vs. March, on appeal, California Title Insurance and Trust Company vs. Paul, and Merriam vs. Bacheloni et al., submitted upon briefs on file; National Carriage Manufacturing Company vs. Story & Isham Commercial Company et al., argued by W. A. Harris for appellant and McDonald for respondent, and submitted; McCarthy vs. Mt. Tecate Land and Water Company (two cases), argued by James E. Wadham for appellant and W. W. McDonald for respondent, and submitted; Hellman vs. Shoulters, argued by John S. Chapman for appellant and E. W. Murphy for respondent, and submitted.

Decisions in two cases were handed down. In Department Two the order of the court, refusing to postpone a sale under a decree of foreclosure in the case of F. H. Merzbach, assignee of the State Investment and Savings Company, an insolvent, Pacific Coast Railway Company, intervenor, vs. W. E. Hadley, was affirmed. In People vs. C. R. Wallace, convicted on a charge of seduction under promise of marriage, the court, in commenting on the evidence necessary to sustain a verdict of conviction, said: It is not essential, in order to convict, that the evidence shall disclose any express or direct reference by the seducer to such promise as a means to accomplish his purpose. On the other hand, that the consent of the female shall be expressly rested by her upon such consideration. It is sufficient if the circumstances be such as to warrant the jury in the deduction that the act of intercourse would not have been accomplished without, or in the absence of, such promise.

SUNDAY-SCHOOL ASSOCIATION.

It Will Meet at San Diego in November.

The Executive Committee of the Southern California State Sunday-school Association has been hard at work during the past few months, and has just completed the arrangements for the fifth annual convention of the organization, which is to be held in the First Presbyterian Church of San Diego, November 5 and 6. Its territory includes all of Southern California from San Luis Obispo to San Diego. It is endeavoring to place programmes and general information within those bounds. If any school has been overlooked, the secretary, J. Wiley Harris, Orange, will supply them on application, with programmes and credentials blanks. Each school is entitled to representation at the rate of one for every fifty members, and pastors and superintendents are ex-officio delegates. Special railroad rates over the Southern California Railway and the Southern Pacific have been secured. Schools at Los Angeles, Pasadena and other points, so far as heard from, are electing full delegations, and it is expected that all schools will be represented. The programme contains the names of many of the most prominent workers in Southern California, besides valuable Eastern talent.

Seattle Firm Wants Oil.

The fame of the oil industry of Los Angeles has awakened interest in Washington. Yesterday Secretary Willard of the Chamber of Commerce received a letter from Robert Moras of the foundry firm of Moran Bros. Co., Seattle. The writer asked for information concerning the crude-oil output of Los Angeles and its quality, and said, among other things: "We contemplate using fuel oil in heating furnaces in our shipyard, provided we can lay it down here at a reasonable figure."

Flint Is Backward.

Hon. Thomas Flint, whose Republican friends are urging him to assert his right to succeed to the office of Lieutenant-Governor, has not taken any action in the matter so far. Republican leaders claim that as president pro tempore of the Senate Mr. Flint became Lieutenant-Governor when Mr. Millard died, and that no formal action except taking the oath of office before some one authorized to administer oaths is necessary. Mr. Flint is non-committal, but today will probably decide his intentions.

Gov. Budd at Mount Lowe.

Gov. Budd escaped from his friends, both political and personal, yesterday morning, and with his wife, Gen. Barrett and Executive Secretary Josephine M. Todman, started in a carriage for Mt. Lowe. The party is expected to return either today or tomorrow.

THEY WON'T BE MISSED.

THE WILLARDS AND THEIR FALSE-ALARM SOFT SNAP.

Bottled Mist and Freebie Bloom. Philanthropic Struggles of a Big Family to Furbish a Suffering Humanity with Vanity Ticklers.

Yesterday's proceedings in the trial of the Willards on a charge of using the United States mails for fraudulent purposes were enlivened somewhat by the introduction of a new "lead" of evidence in the shape of proof that the defendants had attempted to float three money-bearing or questionable legitimate enterprises of a striking family resemblance to the now famous "Beauty Wonder," about which the public at large knew nothing until the arrest of the Willards.

Mrs. F. M. Bacon of Salinas City was the first witness called, and testified that she had seen an advertisement in some paper for honest women to do writing and other light work at home for \$15 a week. Mrs. Bacon answered the advertisement and was soon haunting the postoffice at Salinas, and waiting for the receipt of her money. Mrs. Willard, which would honor her with easy work and big pay. Much writing was done on both sides, and Mrs. Bacon bit greedily at the bait thrown out. She sent \$42 for a gross of the "Wonder," and received eight dollars and a half in return. A lot of circulars, newspaper clippings, stationery and twelve names of pretended agents, who were to turn over their orders to Mrs. Willard, were named the witness wrote to Mrs. Willard and asked if she or Mrs. Willard should notify the agents to turn over their orders. Mrs. Willard did not answer the letter, and the correspondence ceased right there. The witness bought two sample bottles of the "Wonder," and they didn't give satisfaction. "Tried it on my grandchild," said Mrs. Bacon. "For freckles, and it didn't take them off. Neither did it make her skin any better. The witness said she had never been the agent of Mrs. Willard or anyone else for anything.

Mrs. F. A. Derge testified that she lived in Anaheim, and during 1894 lived at Orange, was not then married, and her name was Georgie Yarnell. This witness was introduced because of the fact that in some of Mrs. Willard's correspondence she claimed that Georgie Yarnell of Orange was one of her agents. The witness said she had never been the agent of Mrs. Willard or anyone else for anything.

Samuel Banister, clerk in the money order department of the postoffice, was recalled, and testified that, at the request of Mr. Thrall, who was then the postoffice inspector, he had asked Mrs. Willard for a bottle of "Beauty Wonder." Mrs. Willard gave him a bottle of the "Wonder," and he turned it over to Mr. Thrall, who had cashed money orders for F. A. Willard and A. P. Willard as representatives of the Southern City Manufacturing Company, and the Ladies' Benefit Employment Company.

Mrs. E. H. Brown, who has charge of Station D, said that A. P. Willard, F. A. Willard and C. D. Willard received mail for the Ladies' Benefit Employment Company, and that Willard took the mail belonging to the Southern City Manufacturing Company. Mrs. E. H. Brown, who has charge of Station D, said that A. P. Willard, F. A. Willard and C. D. Willard received mail for the Ladies' Benefit Employment Company, and that Willard took the mail belonging to the Southern City Manufacturing Company.

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What is CASTORIA

Castoria is Dr. Samuel Pitcher's prescription for Infants and Children. It contains neither Opium, Morphine nor other Narcotic substance. It is a harmless substitute for Paregoric, Drops, Soothing Syrup, and Castor Oil. It is Pleasant. Its guarantee is thirty years' use by Millions of Mothers. Castoria destroys Worms and allays feverishness. Castoria prevents vomiting Sour Curls, cures Diarrhoea and Wind Colic. Castoria relieves teething troubles, cures constipation and flatulency. Castoria assimilates the food, regulates the stomach and bowels, giving healthy and natural sleep. Castoria is the Children's Panacea—the Mother's Friend.

Castoria.

"Castoria is an excellent medicine for children. Mothers have repeatedly told me of its good effect upon their children."

Dr. G. C. Osborn, Lowell, Mass.

"Castoria is the best remedy for children of which I am acquainted. I hope the day is not far distant when mothers will consider the real interest of their children, and use Castoria instead of the various quack nostrums which are destroying their loved ones, by forcing opium, morphine, soothing syrup and other harmful agents down their throats, thereby sending them to premature graves."

Dr. J. F. Kneeland, Conway, Ark.

Castoria.

"Castoria is so well adapted to children that I recommend it as superior to any prescription known to me."

H. A. Archer, M. D., 111 So. Oxford St., Brooklyn, N. Y.

"Our physicians in the children's department have spoken highly of their experience in their outside practice with Castoria, and although we only have among our medical supplies what is known as regular products, yet we are free to confess that the merits of Castoria has won us to look with favor upon it."

UNITED HOSPITAL AND DISPENSARY, Boston, Mass.

ALLEN C. SMITH, Pres.,

The Contain Company, 71 Murray Street, New York City.

PET CIGARETTES

FOR 5 CENTS

La Florida CIGAR.

Good as any 10-cent.

Ask for it.

Made by the FLORIDA CIGAR CO. Tampa, Fla.

PET CIGARETTES

SUPERIOR TO ALL OTHERS

Made from the highest cost Gold Leaf grown in Virginia, and are

ABSOLUTELY PURE

S FOR CURES SCROFULA, BLOOD POISON.

S THE CURES CANCER, ECZEMA, TETTER.

S BLOOD

Teeth Extracted

POSITIVELY AND ABSOLUTELY Without Pain.

Nothing inhaled—No gas, no chloroform, no ether, and above all, no cocaine used, which is dangerous. From one to a full set of teeth extracted at a sitting without a particle of pain, danger or bad effects, making the task one of pleasure, rather than one of dread. The only safe method for elderly people and persons in delicate health. You do not have to "take something and run the risk."

Only 50c. a Tooth.

SCHIFFMAN METHOD DENTAL CO. Rooms, 22-24 3-5 Schumacher Block 107 North Spring street

Grider & Dow's CLANTON TRACT

Occasional constipation becomes chronic. Bowels won't work. Stomach gets sour and generates gas. Liver gets full of bile. Bile gets into the blood. Headaches come, dizziness, loss of appetite, loss of sleep, foul breath, distress after eating—and all because Nature did not have the little help she needed.

One of Dr. Pierce's Pleasant Pellets would start the poisonous matter in the way it should go. If there's a good deal of it, better take two—that's a mildly cathartic dose.

Dr. Pierce's Pleasant Pellets never gripe and they cure permanently. You needn't take them forever—just long enough to regulate the bowels—then stop. In this way you don't become a slave to their use as with other pills. Once used, they are always in favor.

Some designing dealers do not permit their customers to have Dr. Pierce's Pellets because inferior pills afford greater profits. Such dealers are short-sighted. They overlook the fact that next time you will go where you are supplied with what you ask for.

GRIDER & DOW, 189 N. Broadway.

NICOLL, The Tailor 134 S. Spring st. Stylish Overcoats Made to Order, \$18 to \$40.

J. O'Brien & Co.

203-207 NORTH SPRING ST. NEAR TEMPLE.

We received today Portion of an immense Blanket order placed by us with one of the largest California Mills previous to the recent great advance in prices. Their values as compared with the prices now existing make them—

Bargains of the highest merit.

..BLANKETS..BLANKETS.

If you need any don't delay purchasing, as the same grades at these prices will be impossible to duplicate.

AT **\$2.50** Pair.

10-4 White Blankets, not all wool, a good heavy grade, good value for \$3.50; will be sold at, a pair.....\$2.50

AT **\$3.00** Pair.

10-4 Gray Wool Blankets, full size, close weave, strong and durable, nice soft finish, good value for \$4; will be sold at, a pair.....\$3

AT **\$5.00** Pair.

11-4 line White California Blankets, full 2 yards wide, all pure lambs wool, very soft, nice finish, worth regular \$7; will be sold at, a pair.....\$5.00

AT **\$6.50** Pair.

12-4 White California Blankets, full 81 inches wide, a very fine grade of lamb's wool, soft pretty finish, good value for \$8.50; will be sold at, a pair.....\$6.50

AT **\$8.50** Pair.

13-4 White California Blankets, extra size, being 84 inches wide, the finest grade of Australian wool, handsome finish, good value for \$11; will be sold at.....\$8.50

Free delivery in Pasadena.

Many Hands Make Light Work

So does GOLD DUST WASHING POWDER, and if you are not in a position to employ "many hands" in your household, you will be pleased and astonished to see how much you can do with one pair of willing hands, by using

GOLD DUST WASHING POWDER.

Try it. Sold everywhere in large packages. Price 25 cents.

THE H. K. FAIRBANK COMPANY, St. Louis, Chicago, New York, Boston, Philadelphia, San Francisco.

Dr. Wong & Yim, SANITARIUM

The... Elite... Millinery...

—Can please in styles and prices. You will do well to call before buying elsewhere.

257 S. Broadway.

DRS. WONG & YIM, 731 S. Main st. Los Angeles.

NERVOUS AND CHRONIC DISEASES quickly cured without the use of poisons. Four thousand cures. Ten years in Los Angeles. Los Angeles, Cal., Aug. 16, 1895. To whom may come for a cure. I came here a very sick man from liver and kidney troubles. After taking about 30 doses of Dr. Yim's medicine, now I feel that I am a well man. I recommend Dr. Yim's treatment to all who may be afflicted as I was. Respectfully, BEN DARMENT DAGGOTT, San Bernardino Co.

5 Headaches Cured FOR By the Comp. Celery Powder. **THOMAS & ELLINGTON,** Agents: Cor. Temple and Spring Sts.

FINANCIAL AND COMMERCIAL

OFFICE OF THE TIMES.

WIEGER—In this city, October 28, 1885. 7 years from the family residence, 5000 St. Louis Ave., a native of Germany, 28 years of age. Regular mass at St. Joseph's church, corner of Quigley and Pine streets.

ANDONAEU—On October 25, 1885. Frank, 25 years of age, a native of Poland, the male of Sofia Barbara, aged 15 years, 7 months and 7 days.

Residence at her late residence, No. 424 St. Main street, Tuesday, October 29, at 10 a.m.

MOURNING hats and bonnets retained charge to customers. Zobe's, 219 S. Spring.

HAVE your grocer send you some of Hiler's Cocos and Chocolates with your order.

ARCHITECT L. F. KWATOWSKI, Plasterer, Brick, Fourth and Broadway, Pasadena, and York Bk., S. Raymond, Tel. 173, Pasadena.

USE Smith's Dandruff Pomade.

GENERAL BUSINESS TOPICS

RUSSIAN VINEYARDS. We are accustomed to associate Russia with the vineyard industry, yet statistics show that it is by no means an important one in that country. The vineyard area of Russia is said to be 1,000,000 acres, which yielded in 1923 about 500,000 gallons of wine. Russian grapes bring 15 to 60 cents per gallon in home markets.

CHEAP ELECTRIC POWER. The purpose of the proposed introduction of electric power into the

SAN FRANCISCO, Oct. 28.—The official closing quotations for mining stocks today were as follows:

Alta	16	Gould & Curry...
Alpha Con	9	Hale & Nor.....
Andes	23	Kentuck Con.....
Belcher	44	Lady Wash. Con..
B. & Belcher	37	Marjane

WE ARE WILLING TO
We will send free, securely-sealed, a little
We have the largest practice on the Pacific
Corner Main and Third Sts., over We

WAIT FOR OUR FEE UNTIL
 We explain our methods.
 We treat Weaknesses and diseases of Men and
W. H. Fargo & Co.,

CURE IS EFFECTED.
 NOTHING ELSE.
 Private side entrance on Third Street.



Attend Christian Alliance, No. 1074 North Main street, tomorrow, 2:30 p.m., and hear Mrs. Foster from India. Also all-day fourfold gospel meetings Friday.

Faculty School of Art and Design, No. 110 West Second street, Garden Macleod, principal; Oscar Kunath, A. Cambensy, L. M. King, J. Elliot, E. Koch and Dr. J. C. Fletcher, examiners.

A complete line of Dr. Delmet's linen-mesh underwear now on sale at Desmond's, in the Hyson Block, No. 141 South Spring street.

A fine Oxford Bible will be given free with each prepaid yearly mail subscription to The Daily Times.

Kregelo & Brand, funeral directors, corner Sixth and Broadway, Tel. 243.

Chicken tonight at Hotel Broadway, No. 429 South Broadway, 5 to 7:30.

School of Art Needlework, Mrs. Braselmann, No. 110 West Second street, For Eastern and California oysters on shell go to Hollenbeck Cafe.

See Silverwood about underwear. Fur work, Fuller's, Pasadena.

In the parlors of St. Paul's Church, on Olive street, this evening, Mrs. Tyler, widow of Col. Tyler will deliver a lecture on India. Mrs. Tyler comes from a family of soldiers from the time of Clive to the present day. She was born in India, and lived there over fifty years, and can speak from experience.

Deputy United States Marshal W. J. Oakes took a horse, belonging to San Quentin Prison, Ormond, to the county jail, on account of the poverty of the animal. Ormond ordered that the horse with which Ormond did the counterfeiting be returned to his wife.

PERSONALS.

Mrs. D. J. Anderson of Portland, Or., is domiciled at the Nadeau.

Mr. and Mrs. E. W. Hitchings of New York are at the Westminster.

Mr. and Mrs. A. A. Mosher of Kansas City are at the Nadeau.

Mrs. J. N. Smith and Miss Josephine Smith of Washington, D. C., are staying at the Westminster.

Dr. J. W. Truworthy returned yesterday from a trip to Europe and through the Eastern States of this country.

Police Officer Charles Kelle has received a telegram announcing the death of his father, William Kelle, at Evansville, Ind., last Friday at the ripe age of 76.

E. C. Barnes, Mrs. McBride and Mrs. Hogue, Philadelphia; E. S. Camman, Chicago, and Mrs. H. H. Bremer of Denver, Colo., are at the Hotel Ramona.

Mr. and Mrs. D. S. Brown of No. 1331 West Fourth street returned yesterday from a trip to their old home in Illinois. Miss Bradford of Kansas City came west with them, and will be the guest of Mr. and Mrs. Brown at their home on Crown Hill.

HUTLER'S pure, delicious Cocoa and Chocolates are sold by all grocers. Ask for HUTLER'S and take no other.

THE POLICE COURT.

Many Petty Law-breakers Punished for Their Folly.

The Police Court opened yesterday with a big list of business, as is usual Mondays. There were forty-two new cases and ten continued ones. Nineteen of the prisoners at the bar had to answer the charge of intoxication, and the charge was sustained in every instance. The usual sentence of \$3 or three days was pronounced in most cases.

Eleven persons were tried for vagrancy, the majority of them being box-car sleepers. Most of those convicted were given "doctors" owing to the crowded condition of the City Jail. Only the worst specimens of hobos, those who are proved to be professional tramps, are made to serve their sentences.

Next in point of number to drunks and vagrants were disturbing-the-peace cases. Chief among them was the case of B. F. Sanders, the man who led Police Secretary Cottle and Judd Rush such a lively chase last Saturday evening. Sanders was convicted but begged for leniency on the ground that he had a family to support. The court gave him a sentence of ten or twenty days. A man who knows Sanders told the officers afterward that it was true that Sanders has a family, but he has done so little for them that his wife has been compelled to leave him.

Jack Robinson was fined \$10 for disturbing the peace, and Fred J. Rosney \$15, which they paid. Herman Gessler, who was a co-defendant of Robinson and Rosney, was discharged. W. J. Dowling was fined \$5 for disturbing the peace and paid it.

The battery complaints against Sam Perret, Frank Moore and Alice Bryant were dismissed, and the misdemeanor charge against Tom A. Reynolds, a tanner on the East Side, whose tannery was alleged to be a nuisance owing to the bad smells emanating therefrom.

Richard Sonntag was fined \$2 for "scooping." F. E. Jamieson, charged with the same offense, had his trial continued to November 1.

Thomas J. Mackay was sentenced \$60 or sixty days for embezzling a violin.

Santa Monica Road.

At a special meeting of the directors of the Bicycle Road Association of Los Angeles, held at its office in the Byrne building yesterday, the Ways and Means Committee reported a membership of \$75, being almost double the number reported at the last meeting held two weeks ago. The committee reported that persons owning land abutting on the proposed road had been interviewed, and had signified their willingness to contribute toward the building of the said road. The Committee on Route and Improvement reported that all plans and grades established, and prepared and approved and adopted by the Board of Supervisors, and that all is now ready to proceed with the work.

In view of this fact, the financial secretary was requested to file his bond immediately and proceed to collect from those who had subscribed. A committee consisting of Fred Eaton and J. A. Kelly reported that they had attended a mass-meeting at Santa Monica last week at which time an association was duly formed for the purpose of co-operating with the Los Angeles association of citizens present were of the opinion that Santa Monica should give the movement a substantial support, and proposed to meet the enterprise half way, if possible.

LADIES-FUR WORK.

Don't forget that Mr. Fuller of Pasadena, the furrier, will be at the Nadeau Wednesday, where he will be pleased to interest Los Angeles ladies in first-class fur work.

IF you want a cup of good Cocoa or Chocolate you should use HUTLER'S.

BEST assortment of vehicles—Hawley, King & Co.

LUMBER yard down. Get our prices. Ganahl Lumber Company.

E. & HOTEL, rooms \$2 per week and up.

BARKER'S PENSION YARN.

Took It All Back When Contempt Proceedings Got Warm.

J. A. Barker, the man who wrote to Pension Commissioner Lochran and claimed to know all about some person or persons who were obtaining pensions fraudulently in Los Angeles, was up before Judge Wellborn in the United States District Court yesterday morning to hear whether he was bound to testify before the grand jury when questioned on his pretended knowledge.

Mr. Barker has had time to think over the matter since he wrote to Mr. Lochran, and he was not so certain of his knowledge as when he wanted to the Commissioner that he intended a "divvy" of half the government would save by the exposure of the scheme. On account of his uncertainty Mr. Barker said he really didn't know anything about any pension frauds personally.

All he knew was what he had been told. Mr. Barker's backdown saved him from punishment for contempt. Judge Wellborn said that Judge Field, in his charge to the San Francisco grand jury in 1873, has used the words, "You will receive no benefit from testimony to the exclusion of reports, suspicions and hearsay testimony. Sec. 919 of the Penal Code of California was added the following year, and provides that evidence to be received by grand jury must be legal and the best obtainable, to the exclusion of secondary and hearsay evidence." United States District Attorney Denis asked that Barker be ordered to tell who the man was whom he spoke of in his letter as knowing all about the case, but Judge Wellborn adhered to his opinion that the evidence was not legal. Barker was, therefore, discharged.

EXCITING RUNAWAY.

A Spirited Team Collides with a Cable Car.

A spirited black team attached to one of J. R. Newberry's delivery wagons, ran away on Broadway yesterday evening causing quite a bit of excitement, and endangering the lives of a number of persons. The driver had left the team standing in front of the Delaware bank, while he was in the building. The horses were hitched by means of a weight, such as is usually carried by delivery wagons, but they took fright at a street car coming up behind them, and ran away, dragging the weight with them.

Collisions with a number of teams were narrowly averted, and finally the team crashed head-on into a south-bound cable car. The gripman saw them coming, and stopped the car, but the horses came ahead and ran squarely into the front of the dummy.

The shock was so violent that it smashed in the front railing of the car and the pole of the wagon ran into the dummy, narrowly missing the gripman's head. Both horses were knocked down and badly bruised, one having its nose broken, and being so badly injured that it is not expected to recover.

Al Fudge, a young man who tried to get a pair of Shetland ponies hitched to a delivery wagon, was a woman and several children, out of the way of the runaway team, was himself struck by the runaways and knocked down, sustaining sundry bruises. Fudge was sent to the Receiving Hospital, but went away after his wounds were dressed.

RIVERSIDE COUNTY.

Ad S. Alkire Has Patented a Horseless Carriage.

RIVERSIDE, Oct. 28.—(Regular Correspondence.)—At the Orange Growers' meeting yesterday afternoon the old eleven directors of the Riverside Fruit Exchange were re-elected, save one, C. H. Low, who was replaced by Hon. H. M. Streeter. The other ten are A. H. Naftzger, M. J. Daniels, D. W. McLeod, T. H. B. Chamblin, S. C. Evans, Jr., George Frost, J. H. Wright, G. W. Garcelon, E. F. Kingman, A. P. Johnson.

The board gave such excellent satisfaction last year that the growers wanted no change.

A RIG THAT RUNS ITSELF.

Ad. S. Alkire has patented a "horseless carriage." The model is a tall-ho for seven or eight passengers. He thinks the vehicle would be of especial value in countries like the immediate vicinity of Riverside, where there are hundreds of miles of practically level roads, and it could be propelled at a high rate of speed. Mr. Alkire says the motor is concealed from view, and there is no smoke, steam or noise. The new vehicle, if successful, will become extremely popular. It can be attached to an ordinary vehicle at a cost of \$300 and the expense for propelling would be very small.

RIVERSIDE BREVITIES.

The regular monthly meeting of the Riverside Horticultural Club will be held at the residence of G. B. Norton, north end of Palm avenue, Wednesday evening of this week. Prof. Zombro will deliver a talk on "Soils, Their Origin and Value," with illustrations.

There will also be a report from the Experimental Committee.

Carlos Fuller, father of C. C. Fuller, arrived from Kansas Saturday evening. He is accompanied by his wife. They two will spend the winter in Riverside.

Mr. and Mrs. W. J. McIntyre will celebrate their silver wedding at their home on Prospect avenue Saturday evening, November 9.

Mrs. Edna Tracy and daughter Floy have arrived from Wichita, Kas. Mrs. Tracy is a sister of Mrs. G. G. Kenard. Her son Philip, who preceded her here, is in the employ of Mr. Kenard. The family will make Riverside their future home.

Mrs. C. J. Hurd, whose voice has not been heard in Riverside for a long time, sang Schubert's "Serenade" at the "Tableaux Phantasma" at the Loring Opera-house, Friday and Saturday evenings, and was greatly appreciated.

D. W. McLeod has returned from the North, where he went to attend the synod of the Presbyterian church.

The Ferris New Era, W. S. W. proprietor, celebrated his sixth birthday with its issue of last week. The paper is one of the best weeklies of Southern California.

MOUNT LOWE RAILWAY.

The Alpine division of the Mt. Lowe Railway now open from Echo Mountain to Mt. Lowe Springs, among the fragrant and shady pines, covering the grandest of all mountain, canyon and valley scenery. This section is a mile longer than the entire Mt. Washington Railway, with fares at only one-third the cost.

Weekly or monthly guests at Echo Mountain House will receive a rebate of all Mt. Lowe Railway fares. Rates as low as any other like accommodations. See Mt. Lowe Railway time-table this paper.

QUERY. Which buggy is the best in the world for the money?

Answer. The Columbus Buggy Co.'s buggy. Query. Who sells them?

Answer. Hawley, King & Co.

JUST THINK OF IT!

A hot-air furnace, with three hods of coal a day, to warm a ten-room house. Sold on approval. F. E. Browne, No. 314 South Spring street.

TIS A BOON TO THE BALDHEAD, Smith's Dandruff Pomade.

tricksters—these peddlers selling powders of which they say—"same as Pearlina"—"good as Pearlina." Keep a keen edge on your wits against such. PEARLINE has no equal.

Sharp

as Pearlina—"good as Pearlina." Keep a keen edge on your wits against such. PEARLINE has no equal.

JAMES FYLE, New York.

Take a Whack

AT THE—

CRACKER

JACK,

THE NEW—

5 CENT CIGAR.

Such Hat Style

Don't fidget on every bush; don't fly on every wing; isn't found in every store. Think twice about hats before you pass this store by; \$5.00 Hats to think about, \$6.50 Hats to think about, \$8.50 Hats to think about. Most stores would say \$2.00 to \$3.00 the hat more.

Lud Zobel, Milliner of Style, 219 S. Spring st.

The Paris Millinery Parlors.

LADIES!

My Hats are the most stylish shown in the city. My price is the lowest. You will get the latest and correct New York fashions if you call at my parlors. I am showing fine and stylish Ostrich Feather Collarettes. We have them from \$5 up.

Mrs. F. W. Thurston, 357 S. SPRING ST., Corner Fourth.

Confidence in Dealing is Everything.

Visit our introductory Underwear sale this week.

All-wool Jersey Ribbed, \$5 a garment. Stuttgart Sanitary Wool, \$1.65 a garment. Gastonbury Winter Weight, \$1.15 a garment.

A complete stock of all other standard makes at right prices.

Parry Shirt Co. 120 S. SPRING ST.

JOE POHEIM THE TAILOR, Makes the best clothes in the State

At 25 Per Cent Less

THAN ANY OTHER HOUSE.

SUITS Made to Order from \$20

PANTS Made to Order from \$5

FINE TAILORING AT MODERATE PRICES

Rules for self-measurement and samples of cloth sent free for all orders.

NO. 143 S. SPRING STREET LOS ANGELES.

J. F. HENDERSON, Manager.

Is a Third worth Saving?

Particularly on High Grade Shoes?

James A. Bannister's "Up-to-date" Shoes.

Ladies' shoes, Foster & Co.'s finest French "Kidskin" Oxford Ties, flexible cork soles, warranted "Puddleproof," razor toes, common-sense heels. \$4.00 PER PAIR.

Men's shoes, Edwin Clapp's finest French "Calfskin," congress or lace, hand-sewed shoes; regularly sold for \$7.50 per pair. Reduced for this sale to.. \$5.75 PER PAIR.

Ladies' shoes, Foster & Co.'s cloth-top button boots, patent-leather tips, narrow square toes. Reduced for the occasion to the very small price of..... \$3.50 PER PAIR.

Foster & Co.'s "Practical Footwear."

Ladies' shoes, Foster & Co.'s French Dongola "Kidskins," Oxford Ties, hand-turned soles, patent leather tips, cloth tops, actual value \$4.00 per pair..... \$2.95 PER PAIR.

Men's shoes, James A. Bannister's highest grade of Men's French "Calfskin" Shoes, hand-sewed, up-to-date goods, reduced from \$7.50 per pair..... \$5.90 PER PAIR.

Ladies' shoes, Foster & Co.'s Black Vesting-top Oxford Ties, cloth tops, hand-turned soles, latest style lasts, Louis XV heels, exceptionally great bargain..... \$5.00 PER PAIR.

Edwin C. Clapp's "High Class Shoes."

Ladies' shoes, Foster & Co.'s patent button Biscuits, kid or cloth tops, hand-turned soles and razor toes, the only shoe for high insteps without moving buttons.. \$5.00 PER PAIR.

Men's shoes, Lilly Brackett & Co.'s hand-sewed Calfskins, of very fine quality. Reduced for this sale from \$4.00 per pair.... \$3.00 PER PAIR.

Ladies' shoes, Foster & Co.'s finest French "Kidskin," button or lace, cloth or kid tops, latest styles of toes, patent leather tips, value \$6 per pair..... \$5.00 PER PAIR.

Paris Fancy Waists.

Such silk loveliness in "fancy evening" and "street dress" Silk Waists as Los Angeles was never before fortunate enough to show. Our European representatives have indeed surprised us with 50 of the most elegant, fashionable, and high-class upper-garments we ever saw. \$25.00 EACH.

European Model Dresses

Having served their purposes as models can now go for a great deal less money than they are worth. There are many handsome creations in Fancy Boucles and Boucle and Bourette mixtures in red and black, blue and black, brown and black and green and black. \$20.00 EACH.

Evening Bonnets.

Many of them, yet no two alike. All the leading modistes of Paris represented in our Millinery Parlor. Chick little toques; bewitchingly "catchy" turbans; captivatingly dashing bouquets and rich, elegant hats. We prove the PEOPLE'S STORE'S supremacy in the Millinery line by these tiny prices..... \$4.50 UP.

Women's Wraps.

We've cloth capes; we've plush capes; we've fur capes, plain capes and fancy capes. The cape of capes is a good one for little money. Full ripple back, nobby cape of real Walker Plush, worth \$15.00—today are..... \$10.00 EACH.

One Dollar Gloves.

Kid Gloves. Good gloves that we fit to the hand; all sizes and all shades for..... 75c

"La Mazeno" Gloves. Real French Kid, button or lacing, color and black; fitted to the hand, cleaned and kept in repair free of charge; price per pair..... \$1.50

"The Derby" Gloves. Pique, real kid, pique sewn and stitched, shades of black, 2 patent clasps, fitted, cleaned and kept in repair free of charge; per pair..... \$1.75

"La Cigale" Gloves. Real French kid. It's great glove-selling, new shades, black, pearl and buff, 2 patent clasps, fitted, cleaned and kept in repair free of charge; per pair..... \$1.00

Black Goods.

Imported fancies, plain and fancy stripe Boucles, Bourettes and Priestley's high-grade novelties, 4 inches wide, per yard..... \$1.25

Black Goods. Exclusive qualities not shown elsewhere; aristocratic prettiness in black; 54 inches wide. The price is low for the quality, per yard..... \$1.75

Pattern Suits. Such as we know will delight you, for there's only one of a kind. Yet, oh so beautiful and fine, each \$30, \$35 and..... \$12.50

Black Silks. We've a special sale on this week of high-grade 28-inch Satin Duchesse, Failles and Bengalines; per yard \$2.25 and..... \$1.00

Hosiery.

The new fall styles are all in; ladies', children's and infant's wool, lace and maco cotton; exceptionally good values; per pair..... 25c

Domestic

Dress Goods show great improvement in quality, yard-wide black and navy Serges, illuminated settings, black and white plaids, per yard..... 25c

The Men Want

Warm Underclothing as well as new hats and ties, shirts, collars and cuffs, WE have all; bear in mind..... 1.00

The Boys Want

A suit of good clothes, good, pure wool, chevrons and cassimeres. Overcoats, too. Worth \$4, \$5 and \$6, for..... 3.00

A. Hamburger & Sons.

Crash...

IN PRICES THIS WEEK.

50-inch All-wool Ladies' Cloth, worth 65c, for..... .45
All-wool Dress Goods, extra trade..... .20
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